

November 5, 2013

Mr. Daniel E. Carpenter  
Grist Mill Partners, LLC  
100 Grist Mill Road  
Simsbury, CT 06070

*C* *L*

Re: **Term Sheet By And Between Grist Mill Partners LLC a Delaware LLC--Landlord ("GMP") and curaleaf LLC a Connecticut LLC--Tenant ("CuraLeaf")**

Dear Mr. Carpenter:

The following business terms describe generally the terms and conditions of the proposed lease with option to purchase the real property and improvements of 100 Grist Mill Road, Simsbury, Connecticut described in a deed recorded at Vol. 743 Page 390 of the Simsbury Land Records. If you agree to these terms, please countersign below and return a copy to me by November 8, 2013.

CuraLeaf is seeking the lease for purposes of producing medical marijuana. As a precondition to entry into the lease with option to purchase, CuraLeaf must seek and obtain a Producer License from the State of Connecticut's Department of Consumer Protection.

As part of the application process, GMP agrees to certify to the State Department of Consumer Protection that it consents to CuraLeaf operating a production facility on the premises as provided in the form attached to this letter.

Provided the foregoing precondition is met, the parties will enter into a lease with option to purchase under the following terms and conditions:

1. The lease shall be for the entire building and the land of 100 Grist Mill Road, Simsbury, Connecticut. See Map G11 Block 103 and Lot 005-25 of the Simsbury Tax Assessor's Records and as more particularly described in Volume 743 Page 390 of the Simsbury Land Records.
2. The initial lease term shall be for five (5) years from the Rent Commencement Date. The Rent Commencement Date shall be that date when all permits and approvals to operate have been granted, and the appeal periods have expired, and the building has been fully vacated. GMP shall have a minimum of three

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(3) months but no more than six (6) months to turn over the building and land free of all other tenants or occupants.

3. There shall be one 5-year renewal option.
4. For the first 24 months after the Rent Commencement Date, rent shall be \$60,000 per month. Thereafter rent shall be \$120,000 per month or 7.5% of CuraLeaf's gross sales of the product grown at the leasehold site, whichever is greater. To effectuate this provision, CuraLeaf shall pay rent in the sum of \$120,000 per month. Every six months, there will be a true-up to determine if 7.5% of the gross sales exceeds this sum and any additional rent shall be paid within 30 days thereafter. GMP will have audit rights as to gross sales of the product every six months.
5. CuraLeaf shall have an exclusive option to buy the leasehold premises during the term of the Lease for the sum of \$5 Million. This option may be exercised at any time during the term of the initial lease or renewal upon 30 days prior written notice.
6. If the option is exercised in the 24-month period immediately following the Rent Commencement Date, then GMP shall be entitled to an additional sum above the \$5 Million purchase price equal to \$60,000 for each month prior to the expiration of the initial 24 months of the lease term.
7. The cost of the proposed renovations to the existing building shall be borne solely by CuraLeaf. CuraLeaf shall be responsible for utilities, maintenance and repair but not for replacement of structural items such as the roof, HVAC or foundation.
8. GMP shall pay all real estate taxes as and when due.
9. The parties agree that the lease with option to purchase shall not be subordinate to any mortgage, pledge or hypothecation by GMP and it will take such measures as may be necessary to make the lease superior to any recorded pledges, mortgages, etc. as a precondition of the effectiveness of the lease with option to purchase.

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10. The parties agree that the lease with purchase option shall be construed in accordance with the laws of the State of Connecticut and shall be binding upon and inure to the benefit of GMP, CuraLeaf and their respective successors and assigns.

Sincerely,

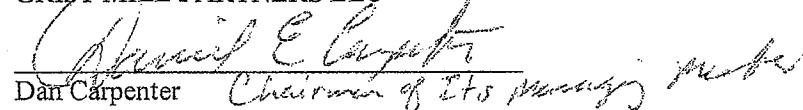
CURALEAF LLC



Robert Birnbaum

AGREED & ACCEPTED THIS 6th DAY OF November 2013  
SUBJECT TO REVIEW AND APPROVAL OF LEASE  
WITH OPTION TO PURCHASE

GRIST MILL PARTNERS LLC

  
Dan Carpenter Chairman of its managing partner

Date: November 6th 2013